

Remarks

Claims 24-26 were acted upon in the aforesaid office Action. Claim 26 has been canceled and no new claim has been added, leaving claims 24 and 25 for consideration.

Claim 24 stands rejected under 35 U.S.C. 112 and 35 U.S.C. 102 as anticipated by Cimber.

Claim 24 has been amended to define the carrier as "having an open side extending substantially throughout the length of the carrier portion and adapted to facilitate the extension therethrough of end portions of said bar and said fin".

It is believed that the new language cures the defect noted by Examiner with respect to the 112 rejection.

Claim 24 has further been amended to limit the carrier portion to "having floor and shoulder portions for abutment with bottom surface and end surface portions, respectively, of the fastener when the fastener is at rest in the carrier portion and during deployment of the fastener".

It appears that the above quoted limitations further serve to distinguish claim 24 from Cimber wherein the cannula section (43) is provided with an open side (54, 56) extending a short distance proximally from the distal end of the cannula section

and wherein the carrier portion (43) has no shoulder portion for supporting the end surface of the plug (20).

Referring to *Cimber*, it appears very questionable whether a plug for blocking a uterus is equivalent to a "fastener". In *Cimber*, the device is referred to as a "plug", a "contraceptive device", a "means for blocking the passage of sperm", "means for blocking...the passage of ova", a "means for providing temporary stabilization", "means for blocking the narrowed entrance...into the uterus...It therefore appears equally questionable whether a tool for deploying such a device can be considered a tool to deploy a fastener. While the *Cimber* device is inserted, it does not appear to be a fastener. In the same vein, the tool for inserting the device does not appear to be a tool for deploying a fastener.

It thus appears very doubtful that *Cimber* is a proper reference, but even so, it is believed that the amendments to claim 24 define over *Cimber*.

Claim 25 has been amended similarly to claim 24 and would similarly appear to distinguish over *Cimber*, even if *Cimber* is maintained as an "analogous art" reference.

As noted above, claim 26 has been canceled.

Allowance of claims 24 and 25 is most respectfully requested.

In the event that any additional fees may be required in this matter, please charge the same to Deposit Account No. 16-0221.

Respectfully submitted,



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